

MEMORANDUM OF AGREEMENT

This DOCUMENT is proffered by Aberdeen PBA Local No. 163 for the purpose of resolving an Unfair Practice Charge filed under PERC Docket No. CO-2010-049, as such:

WHEREAS, the Chief of Police for the Township of Aberdeen Police Department has decided that from time to time in order to improve law enforcement service to the community, the Traffic Sergeant can be reassigned from his regular 0700 hours to 1500 hours, 5/2, 5/2, 5/3 work schedule to temporarily fill Patrol Sergeant positions due to vacation leave; and

WHEREAS, the parties acknowledge that there are four (4) traffic officers who are assigned to work a 5/2, 5/2, 5/3 schedule from 0630 hours to 1630 hours, or 1630 hours to 0230 hours; and

WHEREAS, the PBA acknowledges the managerial authority of the Chief of Police to assign police personnel; and

WHEREAS, the Township and Police Chief acknowledge that the parties negotiated and have established certain prior practices pertaining to terms and conditions of employment; and

WHEREAS, the Township and Police Chief acknowledge that the parties negotiated and have established certain prior practices pertaining to terms and conditions of employment; and

THEREFORE, it is with full knowledge that the parties agree:

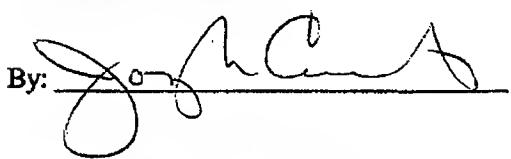
1. The Chief of Police may, at his sole discretion, with reasonable notice to officers assigned to the Traffic Bureau, temporarily assign said officers to the Patrol Division;
2. The temporary assignment shall be for one (1) continuous (4) day patrol tour;
3. When officers assigned to the Traffic Bureau are temporarily assigned to the Patrol Division, their assignment shall not interfere with submitted and approved leave time requests;
4. During the period that officers assigned to the Traffic Bureau are temporarily assigned to the Patrol Division, they shall be relieved of their duties and responsibilities under the Traffic Bureau, unless emergent circumstances arise as determined by the Chief of Police;
5. Should the Chief of Police determine to assign officers in the Traffic Bureau to the Patrol Division, they shall be entitled to select their shift based upon the parties' negotiated contractual terms for seniority;
6. During the period that the Traffic Bureau officer is temporarily assigned to the Patrol Division, officers shall continue to receive the contractual benefits due them under

the parties' collective bargaining agreement and/or the prior practices, including but not limited to the ability for officers assigned to the Traffic Bureau to swap (lateral) days with non-Traffic Bureau officers;

7. The majority representative, Aberdeen PBA Local No. 163, consents to this non-precedent setting agreement.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Aberdeen, County of Monmouth, New Jersey on this 23rd day of December, 2009.

TOWNSHIP OF ABERDEEN,

By: 

By: 

ABERDEEN PBA LOCAL NO. 163,

By: 

By: _____

By: _____

By: _____

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MEMORANDUM OF UNDERSTANDING
Between Aberdeen Township Policeman's Benevolent
Association Local 163 and the Township of Aberdeen

This Memorandum of Understanding is entered into between the Aberdeen Township Policeman's Benevolent Association Local 163 ("PBA Local 163") and the Township of Aberdeen represented by Stuart Brown, Township Manager, and shall reflect negotiations which took place between the Township Manager and PBA Local 163 regarding the Collective Bargaining Agreement between the Township of Aberdeen and the PBA Local 163 for the period of January 1, 2008 through December 31, 2011, and is subject to ratification of the members of the PBA Local 163 and the Council of the Township of Aberdeen.

1. This memorandum of understanding shall be for the term of the Collective Bargaining Agreement effective January 1, 2008 through December 31, 2011 ("Collective Bargaining Agreement").

2. **Article IX Rates and Basis of Pay**

Paragraph A shall be amended to include the following language: Wages shall be paid in accordance with Appendix A attached hereto.

Appendix/Schedule A-1 and A-2 shall be deleted and amended in accordance with the attached document.

3. **Article XV Training** shall be amended as follows:

Paragraph D shall be deleted and the following language inserted.

Officers shall be paid for training on a straight time hourly basis. Compensation for training during off-duty hours will be at a rate of one and one-quarter (1.25) hours rate of pay, which shall include firearm training. This shall

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include eight (8) hours of on-line training with prior approval of the training coordinator. Proof of successful completion must accompany requests for payment for on-line training. If a training course is five (5) days or more and overlaps with an employee's work schedule, the work schedule will be adjusted to Monday to Friday with weekends before and after off. Reasonable schedule adjustments will be made, if possible, to accommodate officer availability. Management agrees to provide a minimum of ten (10) days notice of such training or make reasonable schedule adjustments. Management agrees to provide the PBA with a list of core in-service training courses subject to this section.

Paragraph F shall be deleted.

Paragraph G shall be deleted.

4. **Article XXII, Fixed Shift Assignments** shall be amended as follows:

Paragraph D. This paragraph shall include the following sentence: Employees assigned to the traffic safety unit will bid for shifts among the other members of the unit.

Add new Paragraph E. When an employee's promotion, reassignment, separation, retirement, or resignation creates a shift vacancy prior to June 1st, the vacancy will be posted for bidding. The bidding will be limited to members of the platoon in which the vacancy occurred. The vacancy will be filled on a seniority basis. Any vacancies created by this process will be filled in the same manner.

Add new Paragraph G. When a newly hired officer has completed the ride-along portion of his/her field training program, he/she shall be assigned to rotating four on, four off shifts for a period to be determined by the Chief of Police or his designee, but not to exceed one year. During that time he/she shall not be subject to Paragraphs B through F of this Article. After completion of field training, the officer will be

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assigned to a steady shift to be determined by Management, but shall not displace a senior officer.

5. **Article XXIII, Hours of Service and Overtime**
shall be amended as follows:

Paragraph B7. If an Employee is called into work outside his/her regular working hours, he/she will be guaranteed a minimum of two (2) hours at a rate of time and one-half (1 ½) if the contractor is a governmental entity or a non-profit organization within the Township. For all other contractors, the guaranteed minimum shall be four (4) hours at a rate of time and one-half (1 ½) of the prevailing salary for an officer at the top pay step.

6. **Article XXIV Sick Leave/Personal Leave** shall be amended as follows:

Paragraph D. Paragraph shall be deleted and the following language shall be inserted: An employee shall receive a \$1000 incentive for the non-use of any sick days during the calendar year until the 3rd sick day is used. After the 3rd sick day in a year, \$200 will be deducted from the \$1000 incentive. Thereafter, for each additional sick day used, \$200 will continue to be deducted from the remaining amount and the employee shall receive the balance at the end of the year.

Paragraph F. Unit members shall receive three (3) personal days annually, not charged to sick leave. Management will pay employees straight time for up to two (2) unused person leave days each year provided the employee can prove such days were requested on eligible dates, which shall be determined in advance by Management, and were denied by Management. Employees will also be able to carry over one (1) unused personal day into the next year but this day must be used before April of the following year or it will be lost.

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5. Article XXVI Bereavement Leave

Paragraph A shall be deleted and the following language inserted:

A. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. Immediate family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relative living under the same roof. Employees shall be granted up to three (3) days off with pay at the employee's straight time rate upon the death of their maternal or paternal grandparents.

6. Article XXVII Holidays

Paragraph E shall be deleted and the following language shall be inserted.

Beginning January 1, 2008, holiday pay shall be added into all Employees' base salary.

"The PBA acknowledges that the Holiday Pay provisions have been negotiated out of this contract for good and sufficient consideration." The final contract to be executed by the parties shall contain the above quoted language.

7. Article XXIX Educational Incentive

There shall be a new Paragraph C entitled "Veteran's Incentive".

In lieu of receiving an educational incentive, Veterans shall be entitled to receive a \$1,000 incentive (as defined and recognized by Civil

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Service). However in no event may an officer collect both the Educational Incentive for an Associate's Degree and the Veteran's Incentive.

There shall be a new Paragraph D entitled "Voluntary Prepatory Training Course Reimbursement for Sergeants Exam."

Officers wishes to take the Sergeants promotional exam and enroll in an approved preparatory course, will be reimbursed for fifty-percent (50%) of the out-of-pocket costs associated with that course upon successful completion of the course and a grade over 70 on the promotional exam.

8. Article XXX Longevity shall be deleted.

"The PBA acknowledges that the Longevity Pay provisions have been negotiated out of this contract for good and sufficient consideration." The final contract to be executed by the parties shall contain the above quoted language.

9. Article XXXII Medical Insurance

- Employer shall provide employees and their eligible dependents, covered by this Agreement coverage in the Township's Health Plan as set forth within the Township's Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document, or as modified to reflect changes in this Agreement, in effect at the initiation of this Agreement. Any proposed changes in the aforementioned plans shall be discussed with the PBA Local 163 prior to being implemented by the Township.
- For non-network providers, the co-insurance shall be 80% after deductible, as set forth in the Plan Documents.
- Calendar Year for Out of Pocket Expenses shall be \$800 per covered person OR \$2,000 per family

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unit. The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the calendar year unless otherwise stated.

- "Wellness Benefit" of up to \$200.00 is available as reimbursement for out-of-pocket medical expenses for employees who submit verification from a physician that age-appropriate physical examination(s) and health screening have been performed.
- Any employee who retires after twenty (20) years of service credited in the Police and Fireman's Retirement System shall be provided with health insurance as provided to other retirees.

10. Article XXXIV Uniform and Maintenance

Paragraph C and D are Deleted. "The PBA acknowledges that the Uniform and Maintenance allowances have been negotiated out of this contract for good and sufficient consideration." The final contract to be executed by the parties shall contain the above quoted language. "

11. Article XXXV Salaries

Paragraph B. This paragraph shall be amended to include an increase in the Detective Stipend from \$2,800 per annum to \$3,000 per annum.

12. Article XLI Starting Time and Differential

Paragraph A. This paragraph shall reflect an adjustment in the shift names and starting times as follows:

<u>Shift</u>	<u>Starting Time</u>
Day Shift	Between 0600 & 0800
Peak Shift	Between 1500 & 1700
Midnight Shift	Between 2100 & 2300 (midnight)

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13. Article XLV Definitions

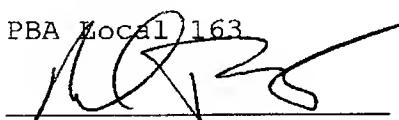
Executive Officer: This definition shall be amended to delete the position of Captain and be replaced with Deputy Chief of Police.

Probation: This definition shall be amended to include the following language: In the case of a newly-hired officer who has already completed said Police Academy course, probation shall be from the date of initial appointment to a date twelve (12) months hence.

Detective Work Schedule: This shall be a new definition: The work day for employees assigned to the Detective Bureau will consist of eight (8) consecutive hours of work followed by sixteen (16) hours off. The work cycle shall consist of five days on, two days off, four days on, three days off. Shift rotation will be determined by the Chief of Police or designee. When assigned to the Bureau during the four (4) day portion of the work cycle, Detectives agree to work, if required, up to one additional hour per day without overtime compensation.

Dated:

PBA Local 163



Township of Aberdeen

S. Brown

Stuart Brown
Township Manager

Appendix A - Salary Schedule

	1/1/2008	7/1/2008	1/1/2009	1/1/2010	1/1/2011
Start	\$ 49,841	\$ 49,941	\$ 41,036	\$ 42,267	\$ 49,533
6 Months	\$ 45,276	\$ 45,276	\$ 46,634	\$ 48,033	\$ 49,474
At 1 Year	\$ 52,592	\$ 52,592	\$ 53,170	\$ 55,193	\$ 57,469
At 2 Year	\$ 56,851	\$ 57,988	\$ 60,018	\$ 61,819	\$ 63,673
At 3 Year	\$ 61,773	\$ 63,008	\$ 65,213	\$ 67,170	\$ 69,135
At 4 Year	\$ 67,136	\$ 68,479	\$ 70,876	\$ 73,002	\$ 75,192
At 5 Year	\$ 72,933	\$ 74,442	\$ 76,043	\$ 79,360	\$ 82,741
At 6 Year	\$ 80,064	\$ 81,665	\$ 84,524	\$ 87,059	\$ 89,671
At 7 Year	\$ 86,136	\$ 88,341	\$ 92,316	\$ 96,471	\$ 100,812